

MISTY A. MURRAY (SBN 196780)  
Misty.Murray@maynardnexsen.com  
KAREN T. TSUI (SBN 305869)  
KTsui@maynardnexsen.com  
MAYNARD NEXSEN LLP  
10100 Santa Monica Boulevard, Suite 550  
Los Angeles, California 90067  
Telephone: 310.596.4500

6 Attorneys for Defendant  
- California Physicians' Service dba Blue Shield of California

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JENNIFER REUBEN, an Individual,  
and STEPHANIE BLUM REUBEN,  
an Individual,

13 Plaintiff,

14 VS.

5           BLUE SHIELD OF CALIFORNIA  
6           LIFE & HEALTH INSURANCE  
7           COMPANY, a California  
corporation; and DOES 1-10,  
Inclusive.

18 | Defendants.

Case No. 2:24-cv-09448-HDV-MAAx  
(Hon. Maria A. Audero, Magistrate Judge)

**[PROPOSED] JOINT STIPULATED  
PROTECTIVE ORDER**

Discovery C/O: August 26, 2025  
Motion C/O: November 20, 2025  
Trial: February 17, 2026

Complaint Filed: October 31, 2024

1     **1. PURPOSES AND LIMITATIONS**

2              Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Stipulated Protective Order does not confer blanket protections on all disclosures or  
8 responses to discovery and that the protection it affords from public disclosure and  
9 use extends only to the limited information or items that are entitled to confidential  
10 treatment under the applicable legal principles. The parties further acknowledge, as  
11 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle  
12 them to file confidential information under seal; Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the Court to file material under seal.

15     **2. GOOD CAUSE STATEMENT**

16              This action is likely to involve production of confidential, proprietary or  
17 private information for which special protection from public disclosure and from  
18 use for any purpose other than prosecution of this action is warranted including  
19 medical information and proprietary guidelines. Accordingly, to expedite the flow  
20 of information, to facilitate the prompt resolution of disputes over confidentiality  
21 of discovery materials, to adequately protect these confidential, proprietary or  
22 private materials, to ensure that the parties are permitted reasonable necessary uses  
23 of such material in preparation for and in the conduct of trial, to address their  
24 handling at the end of the litigation, and to serve the ends of justice, a protective  
25 order for such information is justified in this matter. It is the intent of the parties  
26 that information will not be designated as confidential for tactical reasons and that  
27 nothing be so designated without a good faith belief that it has been maintained in  
28

1 a confidential, non-public manner, and there is good cause why it should not be part  
2 of the public record of this case.

3 **3. DEFINITIONS**

4       3.1. Action: *Jennifer Reuben and Stephanie Blum Reuben v. Blue Shield of*  
5 *California Life & Health Insurance Company*, No. 2:24-cv-09448-HDV-MAA.

6       3.2. Challenging Party: A Party or Nonparty that challenges the designation  
7 of information or items under this Stipulated Protective Order.

8       3.3. “CONFIDENTIAL” Information or Items: Information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
11 the Good Cause Statement.

12       3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
13 their support staff).

14       3.5. Designating Party: A Party or Nonparty that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL.”

17       3.6. Disclosure or Discovery Material: All items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that is produced or  
20 generated in disclosures or responses to discovery in this matter.

21       3.7. Expert: A person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24       3.8. In-House Counsel: Attorneys who are employees of a party to this  
25 Action. In-House Counsel does not include Outside Counsel of Record or any other  
26 outside counsel.

27       3.9. Nonparty: Any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1           3.10. Outside Counsel of Record: Attorneys who are not employees of a party  
2 to this Action but are retained to represent or advise a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party, and includes support staff.

5           3.11. Party: Any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, In-House Counsel, and Outside Counsel  
7 of Record (and their support staffs).

8           3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
9 Discovery Material in this Action.

10          3.13. Professional Vendors: Persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          3.14. Protected Material: Any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          3.15. Receiving Party: A Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

18          **4. SCOPE**

19          The protections conferred by this Stipulated Protective Order cover not only  
20 Protected Material, but also (1) any information copied or extracted from Protected  
21 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
22 and (3) any testimony, conversations, or presentations by Parties or their Counsel  
23 that might reveal Protected Material.

24          Any use of Protected Material at trial shall be governed by the orders of the  
25 trial judge. This Stipulated Protective Order does not govern the use of Protected  
26 Material at trial.

1       **5. DURATION**

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Stipulated Protective Order shall remain in effect until a  
4 Designating Party agrees otherwise in writing or a court order otherwise directs.  
5 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
6 defenses in this Action, with or without prejudice; and (2) final judgment herein  
7 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
8 reviews of this Action, including the time limits for filing any motions or  
9 applications for extension of time pursuant to applicable law.

10       **6. DESIGNATING PROTECTED MATERIAL**

11           **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

12           Each Party or Nonparty that designates information or items for protection  
13 under this Stipulated Protective Order must take care to limit any such designation  
14 to specific material that qualifies under the appropriate standards. The Designating  
15 Party must designate for protection only those parts of material, documents, items,  
16 or oral or written communications that qualify so that other portions of the material,  
17 documents, items, or communications for which protection is not warranted are not  
18 swept unjustifiably within the ambit of this Stipulated Protective Order.

19           Mass, indiscriminate, or routinized designations are prohibited. Designations  
20 that are shown to be clearly unjustified or that have been made for an improper  
21 purpose (*e.g.*, to unnecessarily encumber the case development process or to  
22 impose unnecessary expenses and burdens on other parties) may expose the  
23 Designating Party to sanctions.

24           **6.2. Manner and Timing of Designations.**

25           Except as otherwise provided in this Stipulated Protective Order (see, *e.g.*,  
26 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery  
27 Material that qualifies for protection under this Stipulated Protective Order must be  
28 clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Stipulated Protective Order requires the  
2 following:

3 (a) For information in documentary form (*e.g.*, paper or electronic  
4 documents, but excluding transcripts of depositions or other pretrial or  
5 trial proceedings), that the Producing Party affix at a minimum, the  
6 legend “CONFIDENTIAL” to each page that contains protected  
7 material. If only a portion or portions of the material on a page  
8 qualifies for protection, the Producing Party also must clearly identify  
9 the protected portion(s) (*e.g.*, by making appropriate markings in the  
10 margins).

11 A Party or Nonparty that makes original documents available  
12 for inspection need not designate them for protection until after the  
13 inspecting Party has indicated which documents it would like copied  
14 and produced. During the inspection and before the designation, all of  
15 the material made available for inspection shall be deemed  
16 “CONFIDENTIAL.” After the inspecting Party has identified the  
17 documents it wants copied and produced, the Producing Party must  
18 determine which documents, or portions thereof, qualify for protection  
19 under this Stipulated Protective Order. Then, before producing the  
20 specified documents, the Producing Party must affix the legend  
21 “CONFIDENTIAL” to each page that contains Protected Material. If  
22 only a portion or portions of the material on a page qualifies for  
23 protection, the Producing Party also must clearly identify the protected  
24 portion(s) (*e.g.*, by making appropriate markings in the margins).

25 (b) For testimony given in depositions, that the Designating Party identify  
26 the Disclosure or Discovery Material on the record, before the close of  
27 the deposition, all protected testimony.

(c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

### 6.3. Inadvertent Failure to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

## **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

### 7.1. Timing of Challenges.

Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

### **7.2. Meet and Confer.**

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's Procedures ("Mandatory Telephonic Conference for Discovery Disputes").<sup>1</sup>

### 7.3. Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived

<sup>1</sup> Judge Audero's Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 or withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the  
3 Producing Party's designation until the Court rules on the challenge.

4 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

5 **8.1. Basic Principles.**

6 A Receiving Party may use Protected Material that is disclosed or produced  
7 by another Party or by a Nonparty in connection with this Action only for  
8 prosecuting, defending, or attempting to settle this Action. Such Protected Material  
9 may be disclosed only to the categories of persons and under the conditions  
10 described in this Stipulated Protective Order. When the Action reaches a final  
11 disposition, a Receiving Party must comply with the provisions of Section 14  
12 below.

13 Protected Material must be stored and maintained by a Receiving Party at a  
14 location and in a secure manner that ensures that access is limited to the persons  
15 authorized under this Stipulated Protective Order.

16 **8.2. Disclosure of “CONFIDENTIAL” Information or Items.**

17 Unless otherwise ordered by the Court or permitted in writing by the  
18 Designating Party, a Receiving Party may disclose any information or item  
19 designated “CONFIDENTIAL” only to:

- 20 (a) The Receiving Party’s Outside Counsel of Record, as well as  
21 employees of said Outside Counsel of Record to whom it is reasonably  
22 necessary to disclose the information for this Action;
- 23 (b) The officers, directors, and employees (including In-House Counsel)  
24 of the Receiving Party to whom disclosure is reasonably necessary for  
25 this Action;
- 26 (c) Experts of the Receiving Party to whom disclosure is reasonably  
27 necessary for this Action and who have signed the “Acknowledgment  
28 and Agreement to Be Bound” (Exhibit A);

- 1 (d) The Court and its personnel;
- 2 (e) Court reporters and their staff;
- 3 (f) Professional jury or trial consultants, mock jurors, and Professional  
4 Vendors to whom disclosure is reasonably necessary or this Action  
5 and who have signed the “Acknowledgment and Agreement to be  
6 Bound” (Exhibit A);
- 7 (g) The author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the  
9 information;
- 10 (h) During their depositions, witnesses, and attorneys for witnesses, in the  
11 Action to whom disclosure is reasonably necessary provided: (i) the  
12 deposing party requests that the witness sign the “Acknowledgment  
13 and Agreement to Be Bound” (Exhibit A); and (ii) the witness will not  
14 be permitted to keep any confidential information unless they sign the  
15 “Acknowledgment and Agreement to Be Bound,” unless otherwise  
16 agreed by the Designating Party or ordered by the Court. Pages of  
17 transcribed deposition testimony or exhibits to depositions that reveal  
18 Protected Material may be separately bound by the court reporter and  
19 may not be disclosed to anyone except as permitted under this  
20 Stipulated Protective Order; and
- 21 (i) Any mediator or settlement officer, and their supporting personnel,  
22 mutually agreed upon by any of the parties engaged in settlement  
23 discussions.

24 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
25 **PRODUCED IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in other litigation  
27 that compels disclosure of any information or items designated in this Action as  
28 “CONFIDENTIAL,” that Party must:

- 1                             (a) Promptly notify in writing the Designating Party. Such notification  
2                             shall include a copy of the subpoena or court order;
- 3                             (b) Promptly notify in writing the party who caused the subpoena or order  
4                             to issue in the other litigation that some or all of the material covered  
5                             by the subpoena or order is subject to this Stipulated Protective Order.  
6                             Such notification shall include a copy of this Stipulated Protective  
7                             Order; and
- 8                             (c) Cooperate with respect to all reasonable procedures sought to be  
9                             pursued by the Designating Party whose Protected Material may be  
10                            affected.

11                         If the Designating Party timely seeks a protective order, the Party served with  
12                         the subpoena or court order shall not produce any information designated in this  
13                         action as “CONFIDENTIAL” before a determination by the Court from which the  
14                         subpoena or order issued, unless the Party has obtained the Designating Party’s  
15                         permission. The Designating Party shall bear the burden and expense of seeking  
16                         protection in that court of its confidential material and nothing in these provisions  
17                         should be construed as authorizing or encouraging a Receiving Party in this Action  
18                         to disobey a lawful directive from another court.

19                         **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
20                         **PRODUCED IN THIS LITIGATION**

21                         10.1. Application.

22                         The terms of this Stipulated Protective Order are applicable to information  
23                         produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such  
24                         information produced by Nonparties in connection with this litigation is protected  
25                         by the remedies and relief provided by this Stipulated Protective Order. Nothing in  
26                         these provisions should be construed as prohibiting a Nonparty from seeking  
27                         additional protections.

1           10.2. Notification.

2           In the event that a Party is required, by a valid discovery request, to produce  
3 a Nonparty's confidential information in its possession, and the Party is subject to  
4 an agreement with the Nonparty not to produce the Nonparty's confidential  
5 information, then the Party shall:

6           (a) Promptly notify in writing the Requesting Party and the  
7 Nonparty that some or all of the information requested is subject to a  
8 confidentiality agreement with a Nonparty;

9           (b) Promptly provide the Nonparty with a copy of the Stipulated  
10 Protective Order in this Action, the relevant discovery request(s), and  
11 a reasonably specific description of the information requested; and

12           (c) Make the information requested available for inspection by the  
13 Nonparty, if requested.

14           10.3. Conditions of Production.

15           If the Nonparty fails to seek a protective order from this Court within fourteen  
16 (14) days after receiving the notice and accompanying information, the Receiving  
17 Party may produce the Nonparty's confidential information responsive to the  
18 discovery request. If the Nonparty timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject  
20 to the confidentiality agreement with the Nonparty before a determination by the  
21 Court. Absent a court order to the contrary, the Nonparty shall bear the burden and  
22 expense of seeking protection in this Court of its Protected Material.

23           **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party immediately must (1) notify in  
27 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts  
28 to retrieve all unauthorized copies of the Protected Material, (3) inform the person

1 or persons to whom unauthorized disclosures were made of all the terms of this  
2 Stipulated Protective Order, and (4) request such person or persons to execute the  
3 “Acknowledgment and Agreement to be Bound” (Exhibit A).

4 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
5 **OTHERWISE PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection,  
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
10 procedure may be established in an e-discovery order that provides for production  
11 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
12 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
13 communication or information covered by the attorney-client privilege or work  
14 product protection, the parties may incorporate their agreement in the Stipulated  
15 Protective Order submitted to the Court.

16 **13. MISCELLANEOUS**

17     13.1. Right to Further Relief.

18     Nothing in this Stipulated Protective Order abridges the right of any person  
19 to seek its modification by the Court in the future.

20     13.2. Right to Assert Other Objections.

21     By stipulating to the entry of this Stipulated Protective Order, no Party  
22 waives any right it otherwise would have to object to disclosing or producing any  
23 information or item on any ground not addressed in this Stipulated Protective Order.  
24 Similarly, no Party waives any right to object on any ground to use in evidence of  
25 any of the material covered by this Stipulated Protective Order.

26     13.3. Filing Protected Material.

27     A Party that seeks to file under seal any Protected Material must comply with  
28 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court

1 order authorizing the sealing of the specific Protected Material at issue. If a Party's  
2 request to file Protected Material under seal is denied by the Court, then the  
3 Receiving Party may file the information in the public record unless otherwise  
4 instructed by the Court.

5 **14. FINAL DISPOSITION**

6 After the final disposition of this Action, within sixty (60) days of a written  
7 request by the Designating Party, each Receiving Party must return all Protected  
8 Material to the Producing Party or destroy such material. As used in this  
9 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
10 summaries, and any other format reproducing or capturing any of the Protected  
11 Material. Whether the Protected Material is returned or destroyed, the Receiving  
12 Party must submit a written certification to the Producing Party (and, if not the same  
13 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
14 (by category, where appropriate) all the Protected Material that was returned or  
15 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
16 abstracts, compilations, summaries or any other format reproducing or capturing  
17 any of the Protected Material. Notwithstanding this provision, Counsel is entitled  
18 to retain an archival copy of all pleadings; motion papers; trial, deposition, and  
19 hearing transcripts; legal memoranda; correspondence; deposition and trial  
20 exhibits; expert reports; attorney work product; and consultant and expert work  
21 product, even if such materials contain Protected Material. Any such archival copies  
22 that contain or constitute Protected Material remain subject to this Stipulated  
23 Protective Order as set forth in Section 5.

24 **15. VIOLATION**

25 Any violation of this Stipulated Order may be punished by any and all  
26 appropriate measures including, without limitation, contempt proceedings and/or  
27 monetary sanctions.

28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
2

3 DATED: July 18, 2025 MAYNARD NEXSEN LLP

4 By: /s/ Karen T. Tsui  
5 MISTY A. MURRAY  
6 KAREN T. TSUI  
7 Attorneys for Defendant United of  
8 Omaha Life Insurance Company

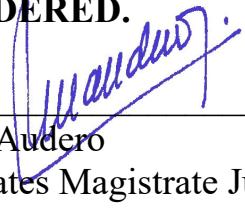
9 DATED: July 18, 2025 REUBEN RAUCHER & BLUM

10 By: /s/ Stephen Raucher  
11 STEPHEN RAUCHER  
12 MARIA HUTT  
13 Attorneys for Plaintiff  
14 Jennifer Blum and Stephanie Blum  
15 Reuben

16 *Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(i) regarding signatures,  
17 Misty A. Murray hereby attests that concurrence in the filing of this document and  
18 its content has been obtained by all signatories listed.*

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20 Dated: 07/18/2025

21 \_\_\_\_\_  
22 Maria A. Audero  
23 United States Magistrate Judge  
24   
25  
26  
27  
28

1 EXHIBIT A  
2  
3

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Central District of California on \_\_\_\_\_  
[date] in the case of \_\_\_\_\_  
[case name and number]. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order, and I understand and acknowledge that failure to  
so comply could expose me to sanctions and punishment in the nature of contempt.  
I solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [full name]  
of \_\_\_\_\_ [address and telephone number]  
as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_